

1 STATE OF FLORIDA       )  
2                                       )  
3 COUNTY OF ORANGE       )  
4  
5

6                                       **QUITCLAIM DEED FOR EARLY TRANSFER OF**  
7                                       **AREA C NORTHEAST PARCEL**  
8

9           **THIS INDENTURE** is made this\_\_\_\_ day of \_\_\_\_\_, 2004, by and  
10 between the **UNITED STATES OF AMERICA**, acting hereinafter by and through the  
11 Secretary of the Navy, Naval Facilities Engineering Command, Southern Division,  
12 located at 2155 Eagle Drive, North Charleston, South Carolina 29406, hereinafter called  
13 “GRANTOR”, and \_\_\_\_\_,  
14 located at \_\_\_\_\_, hereinafter “GRANTEE”.  
15

16                                       **WITNESSETH:**  
17

18           **NOW THEREFORE**, pursuant to Section 2905(b)(4) of the Defense Base  
19 Closure and Realignment Act of 1990, Public Law 101-510, as amended, and the  
20 implementing regulations of the Department of Defense (32 CFR Part 175); and for and  
21 in consideration of the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) plus other  
22 good and valuable consideration, receipt of which is hereby acknowledged, GRANTOR  
23 does hereby release and quitclaim unto GRANTEE, its successors and assigns forever, all  
24 rights, title and interests it possesses in that real property known as Area C Northeast of  
25 former Naval Training Center (Main Base), in the City of Orlando, County of Orange,  
26 State of Florida, as more particularly described in **Exhibit "A,"** attached hereto and  
27 incorporated herein by reference;  
28

29           **TOGETHER WITH** all of the buildings and other improvements, fixtures,  
30 equipment and other personal property located thereon (excluding groundwater  
31 monitoring wells or other environmental investigative or remedial structures, piping,  
32 equipment or systems); and all and singular tenements, hereditaments, appurtenances and  
33 improvements thereunto belonging, or in anywise appertaining thereto, including mineral  
34 rights, water rights, appurtenant easements, and rail and utility lines, which together with  
35 the real property described in **Exhibit "A"** hereto is hereinafter called the  
36 "PROPERTY."  
37

38           **TO HAVE AND TO HOLD** all of the estate, rights, title, interests and claims  
39 whatsoever of the GRANTOR in and to the said PROPERTY, subject to all existing  
40 easements, restrictions and covenants or agreements affecting the PROPERTY and all  
41 notices, covenants, land and groundwater use controls and other terms and conditions  
42 hereinafter expressed. GRANTEE acknowledges and accepts the condition and state of  
43 repair of the PROPERTY, that the PROPERTY is conveyed “as is” and “where is”  
44 without any representation, promise, agreement, or warranty on the part of the  
45 GRANTOR regarding such condition and state of repair and that the GRANTOR shall  
46 not be liable for any latent or patent defect in the PROPERTY, except to the extent

1 required by applicable law and except for GRANTOR's obligations to remediate same as  
2 contained in this instrument.

### 3 4 **BACKGROUND**

5  
6 GRANTOR has prepared an Environmental Baseline Survey for Transfer (EBST),  
7 dated \_\_\_\_\_, 200\_, which documents the environmental condition of the  
8 PROPERTY at that time and has provided GRANTEE a copy of the EBST. GRANTEE  
9 has been advised that GRANTOR has not completed all those environmental  
10 investigations and remedial activities on the PROPERTY necessary for GRANTOR to  
11 provide to GRANTEE, the deed covenant required by Section 120(h)(3)(A)(ii)(I) of the  
12 Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA").  
13 However, Section 120(h)(3)(C) of CERCLA authorizes the early transfer of contaminated  
14 federal real property with State Governor approval, in advance of providing that covenant  
15 provided the requirements of CERCLA Section 120(h)(3)(C) are satisfied. GRANTOR  
16 executed a Finding of Suitability for Early Transfer ("FOSET"), in the form attached  
17 hereto as **Exhibit "B,"** to facilitate the approval by the Governor of the State of Florida  
18 of such early transfer, and such approval has been received and is attached hereto as  
19 **Exhibit "C"**. Thereafter, GRANTOR prepared and executed a Finding of Suitability to  
20 Transfer (FOST) attached hereto as **Exhibit "D."** The FOST documents the  
21 GRANTOR's determination that the PROPERTY is environmentally suitable for transfer  
22 to the GRANTEE subject to the conditions and land use controls described in the FOST  
23 and FOSET. Together, the EBST, FOSET and FOST contain all pertinent information  
24 currently known by GRANTOR as to the environmental condition of the PROPERTY as  
25 well as those land use controls currently deemed necessary by the GRANTOR and  
26 Florida Department of Environmental Protection (FDEP) to ensure protection of human  
27 health and the environment after property conveyance. GRANTEE hereby acknowledges  
28 that it has been provided copies of the FOSET and FOST as well as the EBST. The  
29 specific environmental conditions and land use controls described in the FOST, FOSET  
30 and EBST, which are applicable to the PROPERTY, are contained in this DEED.

### 31 32 **NOTICE OF LEAD BASED PAINT**

33  
34 GRANTOR hereby provides notice that all improvements on the PROPERTY are  
35 likely painted with lead-based paint ("LBP") and/or LBP primers on their exteriors and/or  
36 interiors as of the date of this DEED. GRANTEE is further advised that the GRANTOR  
37 shall assume no liability for any personal injury, illness, disability, or death to any person  
38 including, but not limited to, the GRANTEE, or to GRANTEE's successors, assigns,  
39 employees, agents, contractors, invitees, or any other person, including members of the  
40 general public, as may arise from exposure to LBP or any LBP hazard(s) on the  
41 PROPERTY after the date of this DEED, whether the GRANTEE, its successors or  
42 assigns, lessees or licensees has properly warned or failed to properly warn the  
43 individual(s) injured. A Lead Based Paint Hazard Disclosure and Acknowledgement  
44 Form (Non-Residential Structures) is provided as **Exhibit "E"** to this DEED and shall be  
45 executed by GRANTEE and a copy provided to GRANTOR promptly after the deed is  
46 executed.

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2 **NOTICE OF ASBESTOS-CONTAINING MATERIAL**  
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4 GRANTOR hereby provides notice that all improvements on or beneath the  
5 PROPERTY may contain asbestos-containing materials (ACM) in or on their exteriors  
6 and/or interiors. GRANTEE is specifically advised as to the presence of suspected non-  
7 friable ACM located in buildings 1061 and 1063 on the PROPERTY primarily consisting  
8 of non-friable floor tiles and transite panels. Asbestos surveys conducted by Cape  
9 Environmental Management, Inc.; in 1992, 1996 and 1998 provide additional  
10 information. These asbestos survey reports have been provided by separate  
11 correspondence. GRANTEE is advised that exposure to asbestos has been associated  
12 with asbestos-related diseases which can result in disability or death. GRANTEE is  
13 further advised that GRANTOR shall assume no liability for the failure of GRANTEE, or  
14 GRANTEE's successors or assigns, lessees or licensees to prevent personal injury,  
15 illness, disability, or death to any person including, but not limited to, the GRANTEE, or  
16 to GRANTEE's successors, assigns, employees, agents, contractors, invitees, or any other  
17 person, including members of the general public, incident to future use or occupancy of  
18 the PROPERTY due to harmful exposures to ACM which may occur during renovation  
19 or demolition activities or as a result of any failure to comply with all applicable Federal,  
20 state, and local laws relating to the removal, handling, transportation and disposal of any  
21 ACM on or beneath the PROPERTY regardless of whether the GRANTEE, its successors  
22 or assigns, has properly warned or failed to properly warn the individual(s) injured.  
23

24 **NOTICE OF HAZARDOUS SUBSTANCE ACTIVITY**  
25

26 **Exhibit "F"** to this DEED provides information as to those hazardous substances  
27 which it is known, based upon GRANTOR's complete search of Department of the Navy  
28 files, were stored for one (1) year or more, or were released or disposed of on the  
29 PROPERTY. The information contained in **Exhibit "F"** is required under Section  
30 120(h)(3) of CERCLA, and implementing U.S. Environmental Protection Agency (EPA)  
31 regulations found at Title 40, Code of Federal Regulations, Part 373.  
32

33 **GRANTOR COVENANT AND ASSURANCES**  
34

35 GRANTOR hereby covenants that in accordance with CERCLA Section  
36 120(h)(3)(A)(ii)(II), that any additional remedial action found to be necessary after the  
37 date of this conveyance shall be performed by the United States.  
38

39 **Schedule for Response Actions**  
40

41 In accordance with Section 120(h)(3)(C)(ii)(III) of CERCLA, GRANTOR hereby  
42 provides assurance that it shall take all those response actions necessary to address  
43 hazardous substance contamination remaining on the PROPERTY on the date of transfer  
44 and that it has developed a schedule for the completion of all such actions which has been  
45 approved by FDEP. The timing of completion of all such actions set forth in that  
46 schedule shall be subject to future Congressional authorizations and appropriations.

GRANTOR's obligation to undertake future response actions on the PROPERTY shall not extend to those conditions in which the person or entity to whom the PROPERTY is transferred becomes a Potentially Responsible Party under CERCLA with respect to that contamination however, the status of GRANTEE and any successor, assignee, transferee, lender, or lessee of GRANTEE as an owner or operator will not make it a Potentially Responsible Party or relieve GRANTOR of its obligations under this DEED.

### **Budget Requests**

In accordance with Section 120(h)(3)(C)(ii)(IV) of CERCLA, GRANTOR hereby provides assurance that it shall submit annually through established channels, appropriate budget requests to the Director of the Office of Management and Budget that adequately address the schedule for investigation and completion of all necessary response actions. The execution of such response actions as scheduled is subject to future Congressional authorizations and appropriations. The current projected budget requirements and proposed schedule for the completion of these actions (as such schedule may later be amended) are as follows:

<u>Fiscal Year</u>	<u>Projected Cost</u>	<u>Scheduled Activity</u>
2005	\$ 50,000	Remedial system O&M, LTM, LUCs Maintenance
2006	\$ 40,000	Remedial system O&M, LTM, LUCs Maintenance
2007	\$ 40,000	Remedial system O&M, LTM, LUCs Maintenance
2008	\$ 30,000	Remedial system O&M, LTM, LUCs Maintenance
2009	\$ 30,000	Remedial system O&M, LTM, LUCs Maintenance
2010-33	\$ 720,000	Remedial system O&M, LTM, LUCs Maintenance
Total	\$ 910,000	

### **Warranty as to Completion of all Response Actions**

In accordance with Section 120(h)(3)(C)(iii) of CERCLA, upon completion of all response actions necessary to protect human health and the environment with respect to any hazardous substance remaining on the PROPERTY on the date of transfer, GRANTOR shall execute and deliver to GRANTEE or its successors or assigns that then own the PROPERTY, or the applicable portion thereof, a covenant, in recordable form, warranting that all such response actions have been taken by GRANTOR.

1 **GRANTEE COVENANTS**

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3 **Asbestos-containing Materials**

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5 The GRANTEE covenants that in its use and occupancy of the PROPERTY  
6 including, but not limited to, the demolition and disposal of any existing improvements  
7 thereon, it shall comply or shall require its lessees and licensees to comply with all  
8 applicable Federal, state, and local laws relating to the management of existing ACM.  
9

10 **Lead-based Paint**

11  
12 The GRANTEE covenants that in its use and occupancy of the PROPERTY  
13 including, but not limited to, the demolition and disposal of any existing improvements, it  
14 shall comply with or shall require its lessees and licensees to comply with all applicable  
15 Federal, State, and local laws relating to the management of LBP and prevention of  
16 exposure to any LBP hazard(s).  
17

18 **Access**

19  
20 Consistent with Section 120(h)(3)(A)(iii) of CERCLA, GRANTEE covenants that  
21 it shall allow and shall require its lessees and licensees to allow, both the GRANTOR and  
22 FDEP, and their employees, agents and contractors, access to the PROPERTY to  
23 undertake, or to oversee the undertaking of, all remedial or corrective actions found to be  
24 necessary after the conveyance of the PROPERTY. **Access under this covenant**  
25 **includes assurance that utility services will be provided to the PROPERTY using**  
26 **existing or alternate utility services satisfactory to the GRANTOR.** The GRANTEE,  
27 for itself and its successors and assigns, agrees to cooperate in good faith with  
28 GRANTOR and FDEP to minimize any conflict between necessary environmental  
29 investigation and remediation and/or oversight activities and the operations of  
30 GRANTEE, and its successors and assigns, or of any lessee, sublessee or licensee of the  
31 PROPERTY. GRANTEE acknowledges that GRANTOR's investigative and remedial  
32 activities shall take priority in all cases where a conflict may exist with GRANTEE's, or  
33 its successors or assigns or any lessee's, sublessee's or licensees's activities on the  
34 PROPERTY. GRANTEE shall have no claim on account of any such entries against  
35 GRANTOR or FDEP, or their officers, employees, agents, and contractors for any  
36 resulting business disruption or economic loss. These access rights are in addition to  
37 those granted to FDEP or any other Federal, State, and local authority under applicable  
38 Federal, State or local environmental laws and regulations. To facilitate such future  
39 cooperation, the following points of contact have been designated by the GRANTOR,  
40 GRANTEE and FDEP:  
41  
42

43 **GRANTOR:** Commander  
44 Southern Division, Naval Facilities Engineering Command  
45 ATTN: Director, Environmental Services Business Line  
46 P.O. Box 190010

1 North Charleston, South Carolina 29419-9010

2  
3 GRANTEE: \_\_\_\_\_

4  
5 FDEP: Florida Department of Environmental Protection  
6 Division of Waste Management  
7 Federal Facilities Cleanup  
8 2600 Blair Stone Road  
9 Tallahassee, FL 32399-2400

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12 **Health and Safety Plan**

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14 GRANTEE covenants that it shall comply or require its lessees and licensees to  
15 comply with the provisions of any Health and Safety Plan provided to GRANTEE in  
16 advance and put into effect by the GRANTOR in accordance with applicable legal  
17 requirements in connection with any ongoing or future environmental investigative  
18 and/or remedial activities to be undertaken by the GRANTOR on the PROPERTY.  
19 GRANTEE and its lessees and licensees shall have no claim against GRANTOR or  
20 FDEP, or their officers, employees, agents, and contractors on account of any business  
21 disruption or economic loss resulting from such compliance.

22  
23 **Protection of Monitoring and Remedial Systems**

24  
25 GRANTEE covenants that it shall not undertake or shall require its lessees and  
26 licensees to not undertake any activity on the PROPERTY which would interfere with the  
27 ready use or effectiveness of, or otherwise cause any damage to, all existing and any  
28 future groundwater monitoring or extraction wells or remedial systems (including pumps,  
29 wells, piping, utilities and associated appurtenances) to be installed by the GRANTOR on  
30 the PROPERTY, **and including any trees used for phytoremediation purposes**. Such  
31 wells or remedial systems and their associated appurtenances shall be decommissioned,  
32 closed or removed by GRANTOR in accordance with applicable Federal, State and local  
33 laws at GRANTOR's expense. Adjustments may be made to the above systems such as  
34 relocation or realignment upon agreement between the GRANTOR and the current  
35 property owner, however FDEP approval of any adjustments that may affect the function  
36 of these systems or location/construction of wells is required. The siting of any future  
37 systems will be coordinated with the landowner in an effort to minimize interference with  
38 their use of the PROPERTY.

39  
40 **Notice of Sale of Property**

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42 GRANTEE covenants that it shall provide written notice to the GRANTOR and  
43 FDEP of any subsequent sale, assignment or lease of the PROPERTY, or any portion  
44 thereof, by the GRANTEE and that it will provide contact information to the GRANTOR  
45 and FDEP concerning the new owner or occupant within thirty (30) days after any such  
46 full or partial conveyance.

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5 **Prohibition against Discrimination**  
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7 GRANTEE covenants that it shall not or shall require its lessees and licensees to  
8 not discriminate upon the basis of race, color, religion, disability, or national origin in the  
9 use, occupancy, sale, or lease of the PROPERTY, or in their employment practices  
10 conducted thereon. GRANTOR shall be deemed a beneficiary of this covenant without  
11 regard to whether it remains the owner of any land or interest therein in the locality of the  
12 PROPERTY hereby conveyed and shall have the sole right to enforce this covenant in  
13 any court of competent jurisdiction.  
14

15 **GROUNDWATER NOTICE**  
16

17 Hazardous substance contamination in excess of the Florida Department of  
18 Environmental Protection (FDEP) GCTLs has been detected in groundwater on the  
19 PROPERTY.  
20

21 **LAND USE CONTROLS**  
22

23 **Residential Use Restriction**  
24

25 GRANTEE, shall only use or allow the use of the PROPERTY by its lessees and  
26 licensees to **non-residential uses provided such use is permitted by FDEP without**  
27 **requiring further environmental remediation beyond that required for industrial**  
28 **use of the Property.** Strictly prohibited uses shall include but not be limited to  
29 residential or residential-like uses such as housing, child pre-school, day care or  
30 nurseries, adult daycare, convalescent or nursing home facilities.  
31

32 **Construction Restriction**  
33

34 GRANTEE shall not, nor shall allow its lessees, licensees or any other person or  
35 entity to construct any occupied improvement without prior written authorization from  
36 FDEP. This restriction is required because vapor barriers or other measures to mitigate  
37 vapor intrusion may be required to prevent exposure to volatile organic compounds  
38 (VOCs) migrating from contaminated groundwater. FDEP may approve construction if  
39 FDEP approved measures to mitigate VOC vapor intrusion into improvements are  
40 implemented. This restriction will remain until the concentration of volatile  
41 contaminants in the soil and/or groundwater is below FDEP groundwater cleanup target  
42 levels (GCTLs).  
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## Ground Water Use Restriction

GRANTEE shall not, and shall require its lessees and licensees not to construct or permit to be constructed any water supply well, and shall not extract, utilize, consume or permit to be extracted, any water from the aquifer below the surface of the ground anywhere within the boundary of the PROPERTY without prior written authorization from the GRANTOR and FDEP.

## Use Restriction

GRANTEE is required to obtain prior written authorization from GRANTOR before implementing any use of the land use restriction zone described in Figure 1-2 of the EBST. This is a temporary control to allow unobstructed access to the groundwater contamination source area for remediation by GRANTOR. This restriction will be removed by the GRANTOR after implementation of the final site remedy.

## **ACKNOWLEDGEMENTS**

### **Notice upon Transfer**

GRANTEE hereby acknowledges that in the event GRANTEE, or any successor or assign (each hereinafter called "Transferor") conveys the PROPERTY, or any portion thereof, by deed, the Transferor shall provide to the party acquiring the PROPERTY, or any portion thereof, notice concerning all notice provisions contained herein, GRANTEE covenants, land and groundwater use controls and other duties and obligations contained herein by including in any conveyance document a reference to this DEED recorded in the deed or official records of the Orange County Recorder's Office.

**Subsequent Owners Bound by all Notices, Land Use Controls and Covenants**

GRANTEE and GRANTOR hereby agree and acknowledge their intention that the notice requirements, GRANTEE covenants and land and groundwater use controls contained in this DEED shall RUN WITH THE LAND AND BE BINDING UPON ALL SUBSEQUENT OWNERS OF THE PROPERTY IN PERPETUITY unless otherwise duly modified or released by GRANTOR in writing in accordance with the provisions of this Deed. GRANTEE and its successors and assigns shall not be liable for any breach of those notice requirements, GRANTEE covenants or land and groundwater use controls placed upon the PROPERTY on account of any matters or events occurring after their respective transfer of ownership of the PROPERTY, provided, however, that each such party shall, notwithstanding such transfer, remain liable for any breach of such notice requirements, GRANTEE covenants or land and groundwater use controls to the extent caused by the fault or negligence of such party. The Marketable Record Title Act (Section 712.03(8), Florida Statutes, effective July 1, 2000) does not affect or extinguish any rights created by the covenants made herein.

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6                   **Enforcement of Land Use Controls**  
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8           GRANTEE and GRANTOR hereby agree and acknowledge that FDEP is and  
9 shall remain a third party beneficiary of the groundwater notice, land and groundwater  
10 use controls, and covenants contained in this DEED until such time as each is released  
11 from the PROPERTY, or any portion(s) thereof, by GRANTOR with FDEP concurrence.  
12 FDEP shall have all rights to enforce the Notice provisions, Grantee covenants and land  
13 and groundwater use controls in a court of competent jurisdiction.  
14

15           Should any subsequent owner or user of the PROPERTY fail to comply with any  
16 notice provision, covenant, or land and groundwater use control identified in this DEED,  
17 GRANTOR will pursue all appropriate legal alternatives available to it to remedy any  
18 such violation(s). Those alternatives range from informal resolutions with the then owner  
19 of the PROPERTY or violator, to the institution of judicial action under the authority of  
20 CERCLA and/or State Real Property law. Alternatively, should the circumstances  
21 warrant such, GRANTOR could choose to exercise its response authorities under  
22 CERCLA, then seek cost recovery after the fact from the then owner of the PROPERTY  
23 or the person(s) or entity(ies) who violated a given notice, covenant or land or  
24 groundwater use control. FDEP shall have rights to enforce the Notice requirements,  
25 land and groundwater use controls and covenants through administrative or judicial  
26 processes.  
27

28                   **Modification or Release of Land Use Controls**  
29

30           GRANTEE and GRANTOR hereby agree and acknowledge that in the event  
31 GRANTEE, or any successor or assign desires to use the PROPERTY or any portion  
32 thereof, for any purpose prohibited by this DEED, then GRANTEE or the then owner of  
33 the PROPERTY may request the Notice Requirements, covenants and land or  
34 groundwater use control(s) contained in this DEED be modified or released by submitting  
35 a written request and all necessary supporting technical documentation to GRANTOR for  
36 review. GRANTOR will then coordinate that request with FDEP. Should GRANTOR  
37 determine, after concurrence of FDEP, that the requested modification or release would  
38 not result in unacceptable future risk(s) to human health or the environment, then  
39 GRANTOR will execute an appropriate instrument to document that modification or  
40 release. GRANTOR or the then current property owner will then record that document  
41 with the Orange County Recorder's Office. Any additional site evaluation(s), risk  
42 assessment(s) and potential remedial measure(s) on the PROPERTY or portion of  
43 PROPERTY required by applicable Federal and State law and regulations to allow for  
44 such other use(s) and the specific costs associated with such additional evaluation, risk  
45 assessment and remediation shall be the sole responsibility of GRANTEE or the then  
46 owner of the PROPERTY without cost whatsoever to the GRANTOR. GRANTEE

1 acknowledges that any such change in usage of the PROPERTY may require that the  
2 GRANTOR first amend those CERCLA decision document(s) which pertain to any site  
3 remedy(ies) which may have been previously implemented by GRANTOR on the  
4 PROPERTY.  
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7 **Grantor Indemnification**  
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10 The GRANTOR acknowledges its obligations under Section 330 of the National  
11 Defense Authorization Act of 1993, as amended (Pub. L. No. 102-484).  
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**LIST OF EXHIBITS**

Exhibit "A"	Property Description
Exhibit "B"	Finding of Suitability for Early Transfer (FOSET)
Exhibit "C"	Governor's Approval of FOSET
Exhibit "D"	Finding of Suitability for Transfer (FOST)
Exhibit "E"	Lead-Based Paint Hazard Acknowledgement
Exhibit "F"	Hazardous Substance Storage/Release Notice

**[SIGNATURE PAGE FOLLOWS]**

EFFECTIVE the \_\_\_\_\_ day of \_\_\_\_\_, 2004.

**UNITED STATES OF AMERICA**  
Acting by and through the Department  
of the Navy

By: \_\_\_\_\_  
Real Estate Contracting Officer

Witnesses:

printed name:

printed name:

[illegible]

## ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2004 by \_\_\_\_\_, whose title is Real Estate Contracting Officer, and who is personally known to me.

My Commission expires: \_\_\_\_\_

Notary Public in and for the State  
of South Carolina

Quitclaim Deed prepared by:  
Southern Division, Naval Facilities Engineering Command  
2155 Eagle Drive  
North Charleston, SC 29406

WHEN RECORDED RETURN TO: